

Robert P. Harrington (#12541)
Taylor J. Hadfield (#17224)
KUNZLER BEAN & ADAMSON, PC
50 W. Broadway, 10th Floor
Salt Lake City, Utah 84101
Telephone: (801) 994-4646
Fax: (801) 758-7436
rharrington@kba.law
thadfield@kba.law

Attorneys for Defendant TomoCredit, Inc.

**IN THE UNITED STATES DISTRICT COURT
THE DISTRICT OF UTAH, CENTRAL DIVISION**

I.C. SECURITY PRINTERS, INC. –
MARKETING, a Utah Corporation,

Plaintiff,

v.

TOMOCREDIT, INC., a Delaware
Corporation,

Defendant.

ANSWER TO COMPLAINT

Case No. 2:23-CV-00099-BSJ

Judge Bruce Jenkins

Defendant TomoCredit, Inc. (“Defendant” or “TomoCredit”) hereby answers the allegations of the Complaint of I.C. Security Printers, Inc. – Marketing (individually, “Plaintiff” or “I.C.” and, collectively with TomoCredit, the “Parties”) as follows:

FIRST DEFENSE

The Complaint fails to state a claim for which relief may be granted.

SECOND DEFENSE

TomoCredit responds to the allegations of the specific paragraphs of the Complaint as follows:

PARTIES VENUE & JURISDICTION

1. Admitted.
2. Defendant admits that it is a Delaware Corporation with its principal place of business in San Francisco, but otherwise denies the allegations of this paragraph of the Complaint.
3. The allegations of this paragraph of the Complaint call for legal conclusions to which a response is not required.
4. The allegations of this paragraph of the Complaint call for legal conclusions to which a response is not required.

GENERAL ALLEGATIONS COMMON TO ALL CLAIMS

5. Admitted.
6. Admitted.
7. Admitted.
8. TomoCredit responds that the April 14, 2021 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.
9. Denied.
10. TomoCredit responds that the communications between the Parties speak for themselves and otherwise denies the allegations of this paragraph of the Complaint.

11. TomoCredit responds that the November 1, 2021 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

12. TomoCredit responds that the November 10, 2021 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

13. TomoCredit responds that the November 11, 2021 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

14. TomoCredit responds that the November 12, 2021 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

15. TomoCredit responds that the MSA speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

16. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

17. Admitted.

18. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

19. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

20. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

21. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

22. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

23. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

24. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

25. Denied.

26. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

27. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

28. TomoCredit admits that I.C. provided some services, but otherwise denies the allegations in this paragraph of the Complaint.

29. TomoCredit responds that the invoices speak for themselves and otherwise denies the allegations of this paragraph of the Complaint.

30. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

31. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

32. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

33. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

34. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

35. Admitted.

36. Admitted.

37. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

38. TomoCredit responds that the April 6, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

39. TomoCredit responds that the April 6, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

40. TomoCredit responds that the April 7, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

41. TomoCredit responds that the April 13, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

42. TomoCredit responds that the April 13, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

43. TomoCredit responds that the April 14, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

44. TomoCredit responds that the April 14, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

45. TomoCredit responds that the April 14, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

46. TomoCredit responds that the April 15, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

47. TomoCredit responds that the April 18, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

48. TomoCredit responds that the April 18, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

49. TomoCredit responds that the April 18, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

50. TomoCredit responds that the April 18, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

51. TomoCredit responds that the April 19, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

52. TomoCredit responds that the April 19, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

53. TomoCredit responds that the May 10, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

54. TomoCredit responds that the May 10, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

55. TomoCredit responds that the May 10, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

56. TomoCredit responds that the May 12, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

57. TomoCredit responds that the May 13, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

58. TomoCredit responds that the May 17, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

59. TomoCredit responds that the May 23, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

60. TomoCredit responds that the May 23, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

61. TomoCredit responds that the May 23, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

62. TomoCredit responds that the May 23, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

63. TomoCredit responds that the May 25, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

64. TomoCredit responds that the July 22, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

65. TomoCredit responds that the July 22, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

66. TomoCredit responds that the July 28, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

67. TomoCredit responds that the August 1, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

68. TomoCredit responds that the August 1, 2022, through August 9, 2022, text thread speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

69. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

70. TomoCredit responds that the September 9, 2022, through September 20, 2022, email thread speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

71. TomoCredit responds that the September 9, 2022, through September 20, 2022, email thread speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

72. TomoCredit responds that the September 9, 2022, through September 20, 2022, email thread speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

73. Denied.

74. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

75. Denied.

76. TomoCredit responds that the invoices speak for themselves and otherwise denies the allegations of this paragraph of the Complaint.

77. Denied.

78. Denied.

79. Denied.

80. TomoCredit responds that the invoices speak for themselves and otherwise denies the allegations of this paragraph of the Complaint.

81. TomoCredit is without sufficient information to either admit or deny the allegations of this paragraph of the Complaint and, on that basis, denies the same.

82. TomoCredit admits that the invoices were too high and otherwise denies the remaining allegations of this paragraph of the Complaint.

83. TomoCredit admits that a dispute has arisen between the Parties and otherwise denies the remaining allegations of this paragraph of the Complaint.

84. TomoCredit admits that a dispute has arisen between the Parties and otherwise denies the remaining allegations of this paragraph of the Complaint.

85. Denied.

86. TomoCredit responds that the December 5, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

87. TomoCredit responds that the December 7, 2022 email speaks for itself and otherwise denies the allegations of this paragraph of the Complaint.

88. TomoCredit admits that a dispute has arisen between the Parties and otherwise denies the remaining allegations of this paragraph of the Complaint.

FIRST CAUSE OF ACTION
(Breach of Contract)

89. TomoCredit incorporates all of its preceding responses as if fully set forth herein.

90. Admitted.

91. Denied.

92. TomoCredit admits that it received invoices, but states that a dispute has arisen between the Parties regarding the invoiced amounts. TomoCredit otherwise denies the allegations of this paragraph of the Complaint.

93. The allegations of this paragraph of the Complaint call for legal conclusions to which a response is not required.

94. Denied.

95. Denied.

96. Denied.

SECOND CAUSE OF ACTION
(Unjust Enrichment)

97. TomoCredit incorporates all of its preceding responses as if fully set forth herein.

98. The allegations of this paragraph of the Complaint call for legal conclusions to which a response is not required.

99. Denied.

100. Denied.

101. Denied.

102. Denied.

THIRD CAUSE OF ACTION
(Breach of the Duty of Good Faith and Fair Dealing)

103. TomoCredit incorporates all of its preceding responses as if fully set forth herein.

104. The allegations of this paragraph of the Complaint call for legal conclusions to which a response is not required.

105. The allegations of this paragraph of the Complaint call for legal conclusions to which a response is not required.

106. The allegations of this paragraph of the Complaint call for legal conclusions to which a response is not required. TomoCredit otherwise denies the allegations of this paragraph of the Complaint.

107. Denied.

108. Denied.

109. Denied.

RESPONSE TO PRAYER FOR RELIEF

TomoCredit denies that Plaintiff is entitled to any of the relief requested in its Prayer for Relief, or to any relief, in any form, whatsoever.

GENERAL DENIAL

TomoCredit denies any allegations in the Complaint that are not expressly admitted herein, including allegations in any headings or subheadings of the Complaint, and including all allegations contained in the separate Prayer for Relief and any of the underlying factual assumptions or assertions made in any allegation that is not expressly admitted.

Without admitting the allegations set forth in the Complaint, TomoCredit alleges and asserts the following defenses, affirmative or otherwise. In addition to the defenses described below and subject to their responses above, TomoCredit expressly reserves the right to amend its Answer and allege additional defenses, affirmative or otherwise, as additional information becomes available and/or is otherwise discovered through the course of discovery.

THIRD DEFENSE

Some or all of Plaintiff's claims are barred because its own acts or omissions were the proximate cause of any alleged damages.

FOURTH DEFENSE

Some or all of Plaintiff's claims are barred by laches, unclean hands, acquiescence, and/or ratification.

FIFTH DEFENSE

Plaintiff is barred from obtaining relief because Defendant's conduct, at all times, was reasonable, proper, and in good faith, and Defendant did not directly or indirectly undertake any violations of the law.

SIXTH DEFENSE

Some or all of Plaintiff's claims are barred due to the bad faith or unlawful actions of Plaintiff.

SEVENTH DEFENSE

Some or all of Plaintiff's claims are barred, in whole or in part, due to Plaintiff's failure to mitigate its damages, if any.

EIGHTH DEFENSE

Some or all of Plaintiff's claims are barred, in whole or in part, by the doctrine of estoppel, waiver, accord and satisfaction, and justification.

NINTH DEFENSE

Some or all of Plaintiff's claims are barred, in whole or in part, by the doctrine of avoidable consequences.

TENTH DEFENSE

Some or all of Plaintiff's claims are barred, in whole or in part, by the statute of frauds.

ELEVENTH DEFENSE

Some or all of Plaintiff's claims are barred, in whole or in part, because any or all of the agreements alleged were indefinite and therefore unenforceable.

TWELFTH DEFENSE

Some or all of Plaintiff's claims are barred, in whole or in part, under the doctrine of mistake.

THIRTEENTH DEFENSE

Some or all of Plaintiff's claims are barred, in whole or in part, because enforcement of any or all of the alleged agreements under the circumstances would be unconscionable.

FOURTEENTH DEFENSE

Some or all of Plaintiff's claims are barred, in whole or in part, under the plain terms of any alleged agreement.

FIFTEENTH DEFENSE

Some or all of Plaintiff's claims are barred, in whole or in part, because the alleged harm is the result of Plaintiff's own actions.

SIXTEENTH DEFENSE

Some or all of Plaintiff's claims are barred, in whole or in part, because Defendant is not subject to the jurisdiction of this Court.

SEVENTEENTH DEFENSE

Defendant reserves the right to amend their Answer.

PRAYER FOR RELIEF

WHEREFORE, Defendant prays for judgment against Plaintiff as follows:

1. For dismissal with prejudice of all of Plaintiff's claims;
2. For attorneys' fees and costs incurred in defending the Complaint against Plaintiff, to the full extent applicable by law; and
3. For all other additional relief as the Court deems just, proper, and/or equitable.

DATED this 23rd day of March, 2023.

KUNZLER BEAN & ADAMSON, PC

/s/ Robert P. Harrington

Robert P. Harrington

Taylor J. Hadfield

Attorneys for Defendant TomoCredit, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of March, 2023, I electronically filed the foregoing **ANSWER TO COMPLAINT** with the Clerk of the Court, using the Court's electronic filing system, which automatically effectuated service on all counsel of record.

/s/ Kiersten Slade
Kiersten Slade